

ATTACHMENT A



**Service of Process
Transmittal**

10/07/2019

CT Log Number 536389071

TO: Michael Johnson, Legal Assistant
 The Hartford
 1 Hartford Plz, HO-1-09
 Hartford, CT 06155-0001

RE: Process Served in Connecticut

FOR: Sentinel Insurance Company, Ltd. (Domestic State: CT)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Atlas Performing Arts Center, Pltf. vs. Clean Air Building Services LLC, et al., Dfts.
 // To: Sentinel Insurance Company, Ltd.

DOCUMENT(S) SERVED: Writ of Garnishment, Notice, Certificate, Return

COURT/AGENCY: Anne Arundel Circuit Court, MD
 Case # C02JG18010687

NATURE OF ACTION: Garnishments (Wage) - Amount \$239.867.67

ON WHOM PROCESS WAS SERVED: C T Corporation System, East Hartford, CT

DATE AND HOUR OF SERVICE: By Certified Mail on 10/07/2019 postmarked on 10/03/2019

JURISDICTION SERVED : Connecticut

APPEARANCE OR ANSWER DUE: Within 30 days of service of this Writ

ATTORNEY(S) / SENDER(S): Ashley Anne Gifford
 Foley & Lardner LLP
 3000 K Street NW
 Suite 600
 WASHINGTON, DC 20007

ACTION ITEMS: CT has retained the current log, Retain Date: 10/08/2019, Expected Purge Date:
 10/13/2019
 Image SOP
 Email Notification, Michael Johnson MICHAEL.JOHNSON@THEHARTFORD.COM
 Email Notification, Fiona Rosenberg Fiona.Rosenberg@thehartford.com

SIGNED:
ADDRESS: C T Corporation System
 155 Federal St Ste 700
 Boston, MA 02110-1727

For Questions: 800-448-5350
 MajorAccountTeam1@wolterskluwer.com

FOLEY

FOLEY & LARDNER LLP

ATTORNEYS AT LAW
WASHINGTON HARBOUR
3000 K STREET, N.W., SUITE 600
WASHINGTON, DC 20007-5109

Case 1:19-

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2117 9367 89

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Via Certified Mail Restricted Delivery

Sentinel Insurance Company, Ltd.
c/o CT Corporation System
67 Burnside Avenue
East Hartford, CT 06108

**CIRCUIT COURT FOR ANNE ARUNDEL COUNTY, MARYLAND**

8 Church Circle

Annapolis, Maryland 21401

Main: 410-222-1397 Civil: 410-222-1431 Criminal: 410-222-1420 Juvenile: 410-222-1427 Trust/Adoption: 410-222-1331 TTY for Deaf: 410-222-1429 Maryland Relay Service: 711

Case Number:

C-02-JG-18-010687

Other Reference Numbers:

ATLAS PERFORMING ARTS CENTER VS. CLEAN AIR BUILDING SERVICES LLC, ET AL.

Date: 9/18/2019

Social Security Number: XXX-XX-_____

SERVE ON:

Sentinel Insurance Company, Ltd.
c/o CT Corporation System
67 Burnside Avenue
EAST HARTFORD, CT 06108

- Serve by Sheriff
 Send by Restricted Delivery Mail
 Serve by Private Process

**WRIT OF GARNISHMENT OF PROPERTY OTHER THAN WAGES
(Md. Rule 2-645 and 2-645.1)****Judgment Creditor**

Atlas Performing Arts Center
1333 H Street, N.E.
Washington DC 20002

Judgment Creditor Attorney

Ashley Anne Gifford
Foley & Lardner LLP
3000 K Street NW
Suite 600
WASHINGTON DC 20007

vs

Judgment Debtor

Clean Air Mechanical Inc
6506 Wilson Road
Friendship MD 20758
Diane Hardesty
6506 Wilson Road
Friendship MD 20758
James Hardesty
6506 Wilson Road
Friendship MD 20758

A Judgment was entered in this case on 06/19/2018. The Judgment Creditor requested a Writ of Garnishment on 09/13/2019. The AMOUNT NOW DUE on the Judgment is as follows:

\$239,867.67	Original amount of judgment (excluding costs and attorney's fees)
\$	Less total credits
\$	Net
\$	Plus pre-judgment interest, on \$ _____, at _____ % for period from _____, to _____
	Date _____ Date _____
\$	Plus court costs due, including this Writ.
\$	Plus additional costs/fees awarded.

\$	Plus post-judgment interest on	\$ _____, at _____ % for period from _____, to _____
		Date _____ Date _____
\$	Plus attorney's fees awarded by the court.	
SSee Attachment		
TOTAL DUE ON JUDGMENT		

TO THE GARNISHEE:

You are directed to hold, subject to further proceedings, any property of the Judgment Debtor in your possession at the time of service of this Writ and all property of the Judgment Debtor that may come into your possession after service of this Writ; including any debt owed by the Judgment Debtor, whether immediately payable or unmatured. Federal and State exemptions may be available to you and to the Judgment Debtor.

With respect to a Writ of Garnishment of account in a financial institution pursuant to Rule 2-645.1, unless a Notice of Right to Garnish Federal Benefits that conforms with 31 C.F.R. §212.4 and Appendix B to 31 C.F.R. Part 212 is attached, Financial Institutions are directed: 1) not to hold property of the judgment debtor that constitutes a protected amount; 2) not to hold property of the judgment debtor that may come into the garnishee's possession following service of the writ if the account contains a protected amount; and 3) to comply with other applicable requirements, prohibitions, and limitations of 31 C.F.R. Part 212.

You must file an answer to the court within 30 days of service of this Writ and forward a copy to both the Plaintiff/Creditor and the Defendant/Debtor. Failure to do so may result in a judgment by default being entered against you. The Judgment Debtor has the right to contest this garnishment by filing a motion asserting a defense or objection.

Scott A. Poyer
Clerk of the Circuit Court

NOTICE TO PERSON SERVING WRIT

Promptly after service upon the Garnishee, the person making service shall mail a copy of the Writ to the Judgment Debtor's last known address. Proof of service and mailing shall be filed with the Court promptly (MD Rule 2-126.)

NOTICE TO GARNISHEE

The Garnishee shall file an answer within 30 days after service of the Writ. The answer shall admit or deny that the Garnishee is indebted to the Judgment Debtor or has possession of property of the Judgment Debtor and shall specify the amount and nature of any debt and describe any property. The Garnishee may assert any defense that the Garnishee may have to the Garnishment, as well as any defense that the Judgment Debtor could assert. After answering, the Garnishee may pay any garnished indebtedness into court and may deliver to the sheriff any garnished property, which shall be treated as if levied upon by the sheriff. A Garnishee who has filed an answer admitting indebtedness to the Judgment Debtor or possession of property of the Judgment Debtor is not required to file an amended answer solely because of an increase in the Garnishee's indebtedness to the Judgment Debtor or the Garnishee's receipt of additional property of the Debtor.

With respect to a Writ of Garnishment of account in a financial institution pursuant to Rule 2-645.1, the answer of the institution shall state, if applicable, that a protected amount is in the judgment debtor's account. The answer need not specify the amount. If the answer states that the property it holds consists only of a protected amount, the institution shall include with the Answer a request for judgment in favor of the institution/garnishee terminating the garnishment.

If the Garnishee fails to file a timely answer, the Judgment Creditor may proceed pursuant to MD Rule 2-613 for a judgment by default against the Garnishee.

If the Garnishee files a timely answer, the matters set forth in the answer shall be treated as established for the purpose of the Garnishment proceeding unless the Judgment Creditor files a reply contesting the answer within 30 days after its filing. If a timely reply is not filed, the Court may enter the judgment upon request of the Judgment Creditor, the Judgment Debtor, or the Garnishee. If a timely reply is filed to the answer of the Garnishee, the matter shall proceed as if

it were an original action between the Judgment Creditor as Plaintiff and the Garnishee as Defendant and shall be governed by the rules applicable to civil actions.

NOTICE TO JUDGMENT DEBTOR CONCERNING EXEMPTIONS

As a result of the judgment entered against you, the bank or other person holding your money or property has been ordered by this court to hold your money or property that does not constitute a protected amount subject to further order of the court. You have the right to contest this garnishment by filing a motion asserting a defense or objection. You may be entitled to claim an exemption of all or part of your money or property, but in order to do so you must file a motion with the court as soon as possible. If you do not file a motion within 30 days of when the Garnishee was served, your property may be turned over to the Judgment Creditor. You may include in your motion a request for a hearing. If you file a motion under Rule 2-643, claiming an exemption, and request a hearing, a hearing shall be held promptly.

With respect to a Writ of Garnishment of account in a financial institution pursuant to Rule 2-645.1, some Federal benefit payments may be automatically protected from garnishment and will not be held in response to the writ of garnishment. Any claim for exemption for a non-protected amount must be filed with the court no later than 30 days after service of the writ of garnishment on the garnishee.

You have the right under the Annotated Code of MD to claim an exemption of certain kinds of personal property such as: wearing apparel, books, tools, instrument or appliances in an amount not to exceed \$5,000 in value necessary for the practice of any trade or profession except those kept for sale, lease or barter; money payable in the event of sickness, accident, injury or death of any person including compensation for loss of future earnings (however, disability income benefits are not exempt if the judgment is for necessities contracted for after the disability is incurred); professionally prescribed health aids for the debtor or dependent of the debtor; debtor's interest not to exceed \$1,000 in value, in household furnishings, household goods, wearing apparel, appliances, books, animals kept as pets, and other items that are held primarily for the personal, family or household use of the debtor or any dependent of the debtor. IN ADDITION, WITHIN THIRTY DAYS AFTER THE DATE OF SERVICE OF THE WRIT OF GARNISHMENT ON THE BANK OR OTHER PERSON HOLDING YOUR MONEY OR PROPERTY, YOU MAY ELECT TO EXEMPT A TOTAL OF \$6,000. (This exemption does not apply to an Attachment Before Judgment.)

You may be entitled to claim an exemption under Maryland law of certain money such as Social Security disability benefits; Supplemental Security Income benefits; annuity payments based on retired or retainer pay from the Armed Forces; Civil Service retirement and disability funds; annuities to widows and surviving dependent children of judges; federal worker's compensation; and federal retirement pensions.

YOU MAY ALSO BE ENTITLED TO PROTECT OTHER MONEY OR PROPERTY NOT MENTIONED ABOVE.

TO PROTECT YOUR RIGHTS FULLY, IT IS IMPORTANT THAT YOU ACT PROMPTLY. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT A LAWYER.

SHERIFF'S RETURN
Writ of Garnishment of Property Other than Wages

To: **SENTINEL INSURANCE COMPANY, LTD.**

Sheriff fee: _____ By: _____

Served: _____

Time: _____ Date: _____

Unserved (Reason): _____

Instructions for Private Process Server:

1. This writ is effective for service only if served within 60 days after the date issued.
2. Proof of Service shall set out the name of the person served, date and the particular place and manner of service. If service is not made, please state the reasons.
3. Return of served or unserved process shall be made promptly and in accordance with Rule 2-126.
4. If this writ is served by private process, process server shall file a separate affidavit as required by Rule 2-126(a), including the name of the person served, the date, and the particular place and manner of service. If service is made under Rule 2-121(a)(2), the proof also shall set forth a description of the individual served and the facts upon which the individual making service concluded that the individual served is of suitable age and discretion. The private process server shall file proof under affidavit that includes the name, address, and telephone number of the person served and a statement that the person is of the age of 18 or over.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/12/2017

PRODUCER ISU - LBI Insurance Services I.I.C. PO Box 2203 Prince Frederick, MD 20678 Phone 443-975-7140 / Fax 443-975-7376		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CLEAN AIR BUILDING SERVICES, I.I.C. 6506 WILSON ROAD FRIENDSHIP, MD 20758		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A SENTINAL INSURANCE COMPANY	
		INSURER B TWIN CITY FIRE INSURANCE COMPANY	
		INSURER C	
		INSURER D	
		INSURER E	

COVERS

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTA	ADD'L ENDER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	S7SBMBF8301	10/18/2016	10/18/2017	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Each occurrence) \$1000000 MED EXP (Any one person) \$10000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$2000000 \$
	<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each Occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY <input type="checkbox"/> ACC \$ <input checked="" type="checkbox"/> AGG \$
A	<input checked="" type="checkbox"/>	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$100000	S7SBMBF8301	10/18/2016	10/18/2017	EACH OCCURRENCE \$5000000 AGGREGATE \$5000000 \$ \$ \$
B	<input checked="" type="checkbox"/>	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	S7WECGIIS390	10/18/2016	10/18/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1000000 EL DISEASE - EA EMPLOYEE \$1000000 EL DISEASE - POLICY LIMIT \$1000000
	<input type="checkbox"/>	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Subject to the terms, conditions, and exclusions of the policy

CERTIFICATE HOLDERATLAS
1333 11 STREET, NW
WASHINGTON, DC 20002**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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